

LAW OFFICES OF DEBORAH L. RAYMOND
Deborah L. Raymond, SBN 173528
445 Marine View Avenue, Suite 305
Del Mar, CA 92014
(858) 481-9559

Attorney For Plaintiffs, TIMOTHY LOSACCO and FLORENCE LOSACCO

DEPUTY

FILED

08 MAY -2 PM 3:57

CLERK, U.S. DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

Case No. 08 CV 0810 JM POR

TIMOTHY LOSACCO, an individual;
FLORENCE LOSACCO, an individual,

Plaintiffs,

vs.

FREMONT INVESTMENT & LOAN, a
California corporation; and DOES 1-10,
inclusive,

Defendant(s).

COMPLAINT FOR INJUNCTIVE RELIEF,
RECOUPMENT/SETOFF, DAMAGES,
ACCOUNTING, AND TO QUIET TITLE
RELATING TO VIOLATIONS OF THE
TRUTH IN LENDING ACT, THE
CALIFORNIA ROSENTHAL ACT, AND
DEMAND FOR JURY TRIAL

[15 U.S.C. §§1601 et seq.; Cal. Civ. Code
§§1788 et seq.]

COMES NOW the Plaintiffs, TIMOTHY LOSACCO and FLORENCE LOSACCO
(hereinafter "Plaintiffs") who allege:

INTRODUCTION

1. This Complaint is filed defensively and affirmatively under the Truth In Lending Act ("TILA"), 15 U.S.C. §§1601, et seq. to enforce Plaintiffs' right to rescind a consumer credit transaction, to void the Defendant's security interest in Plaintiffs' residence, to recover actual and statutory damages by way of recoupment and money, reasonable attorney's fees and costs by reason

1 of Defendant's violations of TILA and Regulation Z, 12 C.F.R. §226 (Reg. Z"). In addition, Plaintiffs
2 seek actual and statutory damages, reasonable attorney's fees and costs by reason of the Defendant's
3 violations of the California Rosenthal Act, Cal. Civ. Code sections 1788 et seq.

4 JURISDICTION

5 2. Jurisdiction is conferred on this court by 15 U.S.C. 1640(e), 28 U.S.C §§ 1331, 1337
6 and by the doctrine of pendent jurisdiction. The Court has authority to issue a declaratory judgment
7 by virtue of 28 U.S.C. § 2201.
8

9 COMMON ALLEGATIONS

10 3. At all times mentioned in this Complaint, Plaintiff Timothy Losacco was and is an
11 individual consumer residing in the County of San Diego, and was and is an owner of that certain real
12 property located in the County of San Diego and generally described as 804 Begonia Street,
13 Escondido, California 92027 ("Plaintiffs' Residence" or "the Real Property").

14 4. At all times mentioned in this Complaint, Plaintiff Florence Losacco was and is an
15 individual consumer residing in the County of San Diego, and was and is an owner of that certain real
16 property located in the County of San Diego and generally described as 804 Begonia Street,
17 Escondido, California 92027.
18

19 5. Plaintiffs are informed and believe and thereon allege that at all times mentioned
20 in this Complaint, defendant Fremont Investment & Loan (hereinafter referred to as "Fremont") was
21 and is a California corporation in the business of originating consumer credit transactions described
22 in TILA, and/or the purchasing and otherwise taking assignment of consumer credit transactions
23 described in TILA, originated by others. Plaintiff is further informed and believes and thereon alleges
24 that defendant Fremont was and is in the business of regularly collecting consumer debts, either on
25 behalf of itself or others, thereby bringing it under the authority of the California Rosenthal Act, Cal.
26

1 Civil Code sections 1788 et seq.

2 6. The true names and capacities, whether corporate, individual or other, of the
3 defendants sued as Does 1 through 10 are presently unknown to Plaintiffs who therefore sue said
4 defendants by such fictitious names. Plaintiffs will seek leave to amend this Complaint to reflect the
5 true names and capacities of said defendants when the same have been ascertained. Plaintiffs are
6 informed and believe and thereon allege that each of said fictitiously named defendants is responsible
7 in some manner for the acts complained of herein.
8

9 7. Plaintiffs are informed and believe and thereon allege that at all times mentioned
10 in this Complaint, each of the defendants was an officer, director, agent, employee, assignor, assignee
11 or associate of each of their co-defendants, and was at all times acting within the scope of such
12 capacity with the full knowledge and consent of each said co-defendant.

13 **IV. COMMON FACTUAL ALLEGATIONS**

14 8. Plaintiffs re-allege and incorporate the allegations in Paragraphs 1 through 7 above
15 with the same force and effect as if herein set forth.

16 9. On or about July 17, 2006, Plaintiffs entered into a consumer credit transaction
17 ("Transaction") to refinance their principle dwelling/residence located at 804 Begonia Street,
18 Escondido, California 92027 ("Plaintiffs' Residence"), by entering into a mortgage with Defendant
19 Fremont, in the amount of Four Hundred Thirty Two Thousand Nine Hundred Dollars (\$432,900.00),
20 secured by a first deed of trust on Plaintiffs' residence. The purpose of the Transaction was primarily
21 personal, family and household in that it paid off the existing mortgages held by Wells Fargo Home
22 Mortgage and National City, along with other personal creditors. The Transaction was subject to a
23 finance charge and was payable by written agreement in more than four installments.
24

25 10. On or about July 17, 2006, Plaintiffs, in the course of the Transaction, signed
26

1 numerous Transaction documents dated July 14, 2006. Immediately after Plaintiffs signed the
2 Transaction documents, the signed Transaction documents taken by the notary public and Plaintiffs
3 were given another packet of documents and were told that the packet of documents were copies of
4 the Transaction documents Plaintiffs had just signed. Plaintiffs did not receive required Transaction
5 documents, including but not limited to two copies of the notice of right to cancel containing the date
6 of the expiration of the cancellation period.
7

8 12. On January 23, 2008, a foreclosure proceeding was begun against Plaintiffs'
9 Residence by the recording of a Notice of Default in the office of the County Recorder.

10 13. On February 14, 2008, Plaintiffs, through their counsel, sent Defendant Fremont
11 a Qualified Written Request ("QWR 1"). A copy of the QWR 1 is herein attached and incorporated
12 by reference as Exhibit "A". The QWR 1 was received by Defendant Fremont on February 15, 2008.
13 A copy of the U.S. Postal Delivery Confirmation is herein attached and incorporated by reference as
14 Exhibit "A-1". Defendant Fremont never responded to QWR 1.

15 14. On March 5, 2008, pursuant to 15 U.S.C. §1635, Plaintiffs rescinded the
16 Transaction by sending the notice (Rescission Notice) required by Regulation Z, along with another
17 Qualified Written Request to Defendant Fremont. A copy of the Rescission Notice is herein attached
18 and incorporated by reference as Exhibit "B". Defendant Fremont received the Rescission Notice on
19 March 7, 2008. A copy of the U.S. Postal Delivery Confirmation is herein attached and incorporated
20 by reference as Exhibits "B-1".

21 15. More than twenty (20) days have elapsed since the Rescission Notice was received,
22 and Defendant GMAC has failed and refused, and continue to fail and refuse, to perform any of the
23 acts required by 15 U.S.C. §1635(b), and have instead, continued foreclosure proceedings by
24 scheduling a foreclosure sale for April 15, 2008.
25
26

1 16. Despite receipt of the QWR 1 and Rescission Notice, Defendant Fremont has
2 continued its collection efforts of a disputed debt, scheduled a foreclosure sale, demanded payment
3 of false amounts, and threatened action prohibited by law.

4 17. Defendant Fremont's actions have caused Plaintiffs severe emotional distress,
5 including but not limited to loss of appetite, frustration, fear, anger, helplessness, nervousness,
6 sleeplessness, worry, sadness, and depression.

7
8 **FIRST CAUSE OF ACTION**

9 **(TILA)**

10 18. For a First Cause of Action against Defendant, Plaintiffs restate the allegations
11 contained in Paragraphs 1 through 17.

12 **COUNT ONE – Rescission**

13 19. The Transaction was subject to Plaintiffs' right of rescission as described by 15
14 U.S.C. § 1635 and Reg Z § 226.23 (12 C.F.R. §226.23).

15 20. In the course of the Transaction, 15 U.S.C. § 1635(a) and Reg Z § 226.23(b) were
16 violated when Plaintiffs did not receive two copies of a notice of right to cancel containing the date
17 of expiration of the cancellation period.

18 21. In the course of the Transaction Defendant violated 15 U.S.C. § 1635(a) and Reg
19 Z § 226.23(b) by failing to deliver to Plaintiffs all "material" disclosures required by TILA and Reg
20 Z.

21 22. Plaintiffs had a continuing right to rescind the Transaction, pursuant to 15 U.S.C.
22 § 1635(a) and Reg Z § 226.23(a)(3), for up to three years after consummation of the Transaction.

23 23. Plaintiffs rescinded the transaction by sending a Rescission Notice to Fremont on
24 March 5, 2008 via First Class Certified U.S. Mail, postage fully prepaid.
25
26

24. More than twenty (20) calendar days have elapsed since Defendant received the Rescission Notice.

25. Defendant Fremont has failed to take any action necessary or appropriate to reflect the termination of any security interest created under the Transaction, including the termination of the deed of trust recorded against Plaintiffs' Residence, as required by 15 U.S.C. §1635(b) and Reg Z § 226.23(d)(2).

26. By way of Plaintiffs' rescission of the Transaction, Plaintiffs are entitled to:

a. Enforcement of the Rescission of the Transaction;

b. Termination of any security interest in Plaintiffs' Residence created under the Transaction;

c. Return of any money or property given by Plaintiffs to anyone, including Defendant,

in connection with the Transaction;

d. Expungement of any foreclosure instrument, including but not limited to any Notice of Default or Notice of Trustee's Sale, relating to the Transaction from any public record;

e. Removal of any derogatory information reported to any credit reporting agency or credit reporting bureau relating to the Transaction; and

f. Costs and Reasonable attorney's fee.

COUNT TWO - Recoupment

27. Violations of TILA described in paragraphs 19 and 26 above and herein restated, subject Defendant Fremont to the remedies set forth in 15 U.S.C. § 1640.

28. Plaintiffs having filed this action in defense of Defendant Fremont's foreclosure proceeding, Plaintiffs are entitled to seek recoupment or set-off of any damages, actual and statutory, based on violations that occurred at the consummation of the Transaction, pursuant to 15 U.S.C. § 1640(e).

1 29. By way of recoupment, Plaintiffs are entitled to a setoff in an amount equal to
2 actual and statutory damages to be proven at trial for violations of TILA that occurred at the
3 consummation of the Transaction. Plaintiffs are also entitled to costs and reasonable attorney's fees.

4 **COUNT THREE - Damages**

5 30. On or about March 5, 2008, pursuant to 15 CFR 226.23, Plaintiffs rescinded the
6 Transaction by sending the Rescission Notice to defendant Fremont.

7 31. Defendant Fremont failed to comply with the provisions of 12 CFR 226.23.

8 32. As a result of the failure of defendant Fremont to comply with the provisions of
9 the TILA and Reg Z, Plaintiffs are entitled to a complete release from any obligation to defendant
10 Fremont and to expungement of the Deed of Trust recorded against Plaintiffs' Residence.

11 33. As a further result of the failure of defendant Fremont to comply with the
12 rescission provisions of the TILA and Reg Z, Plaintiffs are entitled to statutory damages up to
13 \$2,000.00 for defendant Fremont's failure to respond properly to Plaintiffs' Rescission Notice, actual
14 damages in an amount to be determined at trial; and costs and Reasonable attorney's fee.

15 **SECOND CAUSE OF ACTION**
16 **(California Rosenthal Act)**

17 34. For a Second Cause of Action against Defendant, Plaintiffs restate the allegations
18 of Paragraphs 1 through 33.

19 35. Defendant Fremont's actions constitute a violation of the California Rosenthal Act
20 in that they threatened to take actions not permitted by law, including but not limited to foreclosing
21 upon a void security interest, falsely stating the amount of a debt, increasing the amount of a debt by
22 including amounts that are not permitted by law or contract, and using unfair and unconscionable
23 means in an attempt to collect a debt.

24 36. Defendant Fremont's actions have caused Plaintiffs actual damages, including but
25
26

1 not limited to severe emotional distress, including but not limited to loss of appetite, frustration, fear,
2 anger, helplessness, nervousness, sleeplessness, worry, sadness, and depression.

3 37. As a direct result of said violations, Plaintiffs are entitled to statutory damages in
4 an amount to be determined at trial, actual damages according to proof, and costs and reasonable
5 attorneys' fees.

6
7 **THIRD CAUSE OF ACTION**

8 **(Quiet Title)**

9 38. For a Third Cause of Action against Defendant, Plaintiffs restate the allegations
10 of Paragraphs 1 through 33.

11 39. Defendant Fremont claims an interest adverse to Plaintiffs' Residence in the form
12 of the trust deed recorded pursuant to the Transaction, and Plaintiffs are seeking to quiet title against
13 the claims of Defendant Fremont under such trust deed.

14 40. Plaintiffs seek to quiet title as of July 17, 2006, the date of consummation of the
15 Transaction.

16 **FOURTH CAUSE OF ACTION**

17 **(Accounting)**

18 41. For a Fourth Cause of Action against the Defendant, Plaintiffs restate the
19 allegations contained in Paragraphs 1 through 33.

20 42. Pursuant 15 U.S.C. §1635(b) and 12 U.S.C. §2605, Plaintiffs are entitled to an
21 accounting for and return of certain amounts paid by Plaintiffs since the inception of the Transaction,
22 and of the amount, if any, to be tendered by Plaintiffs as a result of Plaintiffs' rescission of the
23 Transaction.

24 43. Despite Plaintiffs' sending of the QWR 1 and Rescission Notice, Defendant
25 Fremont has failed and refused and continue to fail and refuse to provide an accounting or to return
26 or offer to return said amounts, or any portion of them.

WHEREFORE, it is respectfully prayed that this Court:

ON THE FIRST CAUSE OF ACTION:

1. Assume jurisdiction of this case;
2. Declare the security interest in Plaintiffs' Residence is void;
3. Rescind the Transaction;
4. Order Defendant to take all action necessary to terminate any security interest in Plaintiffs' Residence created under the Transaction, and that the Court declare all such security interests void, including but not limited to the deed of trust related to the Transaction;
5. Order the return to Plaintiffs of any money or property given by Plaintiffs to anyone in connection with the Transaction;
6. Enjoin Defendant during the pendency of this action, and permanently thereafter, from instituting, prosecuting, or maintaining foreclosure proceedings on the Plaintiffs' Residence, from recording any deeds or mortgages regarding the property or from otherwise taking any steps to deprive Plaintiffs of ownership of that property;
7. Order the expungement of any foreclosure instrument, including any Notice of Default and Notice of Trustee's Sale relating to the Transaction from any public record;
8. Order the removal of any derogatory information relating to the Transaction from Plaintiffs' credit history;
9. Award Plaintiffs statutory damages for Defendant's failure to respond properly to Plaintiffs' rescission notice, in the amount of twice the finance charge in connection with the Transaction, but not less than \$200 or more than \$2,000 as provided by 15. U.S.C. § 1640(a);
10. Order that, because Defendant failed to properly respond to Plaintiffs' notice of rescission, Plaintiffs have no duty to tender, but in the alternative, if tender is required, determine the amount of the tender obligation in light of all the Plaintiffs' claims, including damages from violations

1 relating to the consummation of the Transaction by way of recoupment, and order Defendant to accept
2 tender on reasonable terms and/or over a reasonable period of time;

3 11. Award of actual damages in an amount to be established at trial;

4 12. Award Plaintiffs costs and reasonable attorney's fees as provided under 15 U.S.C.
5 §1640(a);

6 13. Award such other and further relief as the Court deems just and proper.

7 ON THE SECOND CAUSE OF ACTION:

8 14. Actual damages, including but not limited to emotional distress;

9 15. For statutory damages in an amount not less than \$100.00;

10 16. Award Plaintiffs costs and reasonable attorney's fees as provided under Cal. Civ.
11 Code section 1788.30;

12 17. Award such other and further relief as the Court deems just and proper.

13 ON THE THIRD CAUSE OF ACTION:

14 18. For an order quieting title in and to Plaintiffs' Residence, free from any
15 encumbrance, lien or cloud on title created as a result of the Transaction.

16 ON THE FOURTH CAUSE OF ACTION:

17 19. For an accounting of all amounts paid by Plaintiffs pursuant to the Transaction,
18 an accounting of all charges and fees demanded from Plaintiffs, and a statement of the amount
19 required to be restored to Defendant Fremont, if any.

20 ON ALL CAUSES OF ACTION:

21 20. For costs of suit incurred herein;

22 21. For reasonable attorneys fees permitted by statute; and,

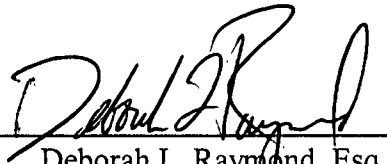
23 ///

24 ///

22. For such other and further relief as this court may deem just and proper.

Date: 5/2/08

Respectfully submitted,
Law Offices of Deborah L. Raymond

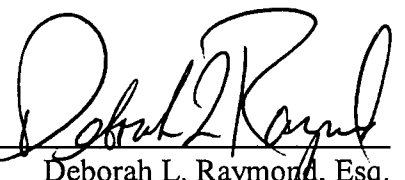
By: 
Deborah L. Raymond, Esq.
Attorney For Plaintiffs

DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a jury trial as provided by Rule 38(a) of the Federal Rules of
Civil Procedure.

Date: 5/2/08

Respectfully submitted,
Law Offices of Deborah L. Raymond

By: 
Deborah L. Raymond, Esq.
Attorney For Plaintiffs

Law Offices of Deborah L. Raymond

445 Marine View Avenue, Suite 305

Del Mar, CA 92014

Tel: 858-481-9559

Fax: 858-724-0747

February 14, 2008

SENT VIA FIRST CLASS CERTIFIED U.S. MAIL

Certified Receipt# 7007 1490 0001 7544 4348

7007 1490 0001 7544 4348

Fremont Investment & Loan

P.O. Box 19030

San Bernardino, CA 92423-9030

Re: Timothy & Florence Losacco

Real Estate Loan No. 3000221234

Property Address: 804 Begonia Street, Escondido, California 92027

A QUALIFIED WRITTEN REQUEST PURSUANT TO 12 U.S.C. §2605

Dear Sir or Madam:

This office represents Timothy & Florence Losacco in their claims regarding the above referenced loan. Enclosed is a copy of a Letter of Designation And Authorization signed by my clients. **All further communications must be directed to this office only.** The debt associated with the above referenced real estate loan number is hereby disputed.

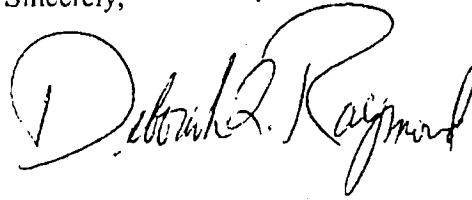
Pursuant to 12 U.S.C. §2605, A QUALIFIED WRITTEN REQUEST is hereby made for information regarding the origination and the servicing of the loan, including without limitation copies of all signed and/or unsigned versions of the following documents relating to the above referenced loan:

1. Notice of Right of Rescission or Notice of Right To Cancel;
2. HUD-1 Disclosure or closing statement;
3. Truth In Lending Act Disclosures;
4. The Entire Note;
5. Deed of Trust;
6. All riders to any of the above documents;
7. Disclosures pursuant to 15 U.S.C. §1639;

8. A History of Payments and other documents showing the loan disbursements, loan charges, payments made, and current principal balance due;
9. The Entire Loan Application File; and
10. All correspondence.

In addition, pursuant to 15 U.S.C. §1641(f)(2), request is hereby made for the name, address, and telephone number of the master servicer, the mortgage holder, the loan holder, and the owner of the loan secured by the property referenced above.

Sincerely,

A handwritten signature in cursive script, appearing to read "Deborah L. Raymond". The signature is written in dark ink and is positioned above the printed name.

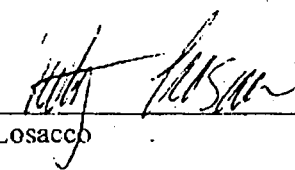
Deborah L. Raymond
Attorney At Law

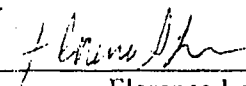
enclosure;

We, Timothy and Florence Losacco hereby request information regarding the origination and the servicing of our real estate loan, real estate loan number 3000221234. Please forward all information to our attorney.

Date:

1-30-08


Timothy Losacco


Florence Losacco

Law Offices of Deborah L. Raymond

380 Stevens Avenue, Suite 205

Solana Beach, CA 92075

Tel: 858-481-9559

Fax: 858-724-0747

LETTER OF DESIGNATION AND AUTHORIZATION

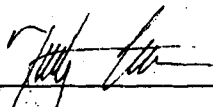
To Whom It May Concern:

Re: Timothy Losacco and Florence Losacco / 804 Begonia Street, Escondido, CA 92806

Please be advised that I have retained the Law Offices of Deborah L. Raymond to represent my interests. I hereby authorize the Law Offices of Deborah L. Raymond to represent my interests, including, but not limited to, communicating, negotiating, and otherwise dealing with my loan, previously or currently held by Freemont Investment & Loan, and all parties associated with said loan, including without limitation, Mortgage Works, Lawyers Title Company, assigns, creditors, collectors, collection agencies, credit reporting agencies, attorneys, and all Federal, State, and local government agencies, as may be required in her representation of me. Except, this authorization does not authorize the Law Offices of Deborah L. Raymond to accept service of any summons and/or complaint on my behalf.

Also, by signing below, I authorize any credit reporting agencies, credit reporting bureaus, collector, creditor, doctor, chiropractor, hospital, any other healthcare provider, employer, police agency, government agency, or any other person to whom a signed photocopy or facsimile of this authorization is delivered, to furnish any information, documents, reports or copies of records which may be requested by the Law Offices of Deborah L. Raymond.

Date: 11/15/07

Signed: 

Date: 11/15/07

Signed: 



Home | Help

Track & Confirm

Track & Confirm

Search Results

Label/Receipt Number: 7007 1490 0001 7544 4348
Status: **Delivered**

Your item was delivered at 10:37 am on February 15, 2008 in SAN BERNARDINO, CA 92403. A proof of delivery record may be available through your local Post Office for a fee.

Additional information for this item is stored in files offline.

Track & Confirm

Enter Label/Receipt Number.

[Restore Offline Details >](#)
[Return to USPS.com Home >](#)
[Site Map](#)
[Contact Us](#)
[Forms](#)
[Gov't Services](#)
[Jobs](#)
[Privacy Policy](#)
[Terms of Use](#)
[National & Premier Accounts](#)

Copyright © 1999-2007 USPS. All Rights Reserved.

No FEAR Act EEO Data FOIA

U.S. Postal Service		Los Angeles	
CERTIFIED MAIL RECEIPT			
SAN BERNARDINO, CA 92423			
Postage	\$	\$0.41	0075
Certified Fee		\$2.65	
Return Receipt Fee (Endorsement Required)		\$0.00	
Restricted Delivery Fee (Endorsement Required)		\$0.00	
Total Postage & Fees	\$	\$3.06	
<div> <div>7007 1490 0001 7544 4348</div> <div> <div>San Bernardino, CA 92423</div> <div> <div>02/14/2008</div> <div>11:41</div> <div>14</div> </div> </div> </div>			
Sent To: Freemont Investment Loan			
Street, Apt. No. or PO Box No.: P.O. Box 19030			
City, State, ZIP+4: San Bernardino CA 92423-9030			

Law Offices of Deborah L. Raymond

445 Marine View Avenue, Suite 305

Del Mar, CA 92014

Tel: 858-481-9559

Fax: 858-724-0747

March 5, 2008

SENT VIA FIRST CLASS CERTIFIED U.S. MAIL

Certified Receipt# 7007 1490 0003 2626 3521

7007 1490 0003 2626 3521

Fremont Investment & Loan

1065 N. Pacificcenter Drive

Anaheim, CA 92806

Funding Dept.

Attn: Funding Manager

SENT VIA FIRST CLASS CERTIFIED U.S. MAIL

Certified Receipt# 7007 1490 0003 2626 3538

7007 1490 0003 2626 3538

Fremont Investment & Loan

P.O. Box 19030

San Bernardino, CA 92423-9030

Re: Timothy Losacco and Florence Losacco

Real Estate Loan No. 3000221234

Property Address: 804 Begonia Street, Escondido, California 92027

NOTICE OF RESCISSION OF MORTGAGE/LOAN HELD BY FREMONT
INVESTMENT & LOAN

A QUALIFIED WRITTEN REQUEST PURSUANT TO 12 U.S.C. §2605

Dear Sir or Madam:

This office represents Timothy Losacco and Florence Losacco in their claims against Fremont Investment & Loan, and its assigns, servicers, agents, principals, subsidiaries and/or the holder/owner of the note for the above referenced loan (hereinafter referred to as "Creditor"). Enclosed is a copy of a Letter of Designation And Authorization signed by my client. All further communications must be directed to this office only. The debt associated with the above referenced real estate loan number is hereby disputed.

NOTICE OF RESCISSION OF MORTGAGE

Page 1 of 4

Consumers, Timothy Losacco and Florence Losacco (hereinafter referred to as "Consumer"), base the following upon the understanding that Creditor is subject to the Truth In Lending Act (hereinafter "TILA"), and hereby exercise his rights under the Truth In Lending Act (15 U.S.C. §1601 et seq.), Regulation Z (12 C.F.R. § 226.1 et seq.), and related statutes and California state laws, which may include, without limitation, RESPA and California Finance Lenders laws, to rescind the above referenced loan. Without limitation, Consumer bases his right to rescind upon the fact that required disclosures pursuant to 15 USC §1601 et seq. were not provided to the Consumer, including but not limited to, two copies of a Notice of Right To Cancel containing all required information.

We are prepared to discuss a tender obligation, should it arise, and satisfactory ways in which my clients may meet this obligation. Please be advised that if you do not cancel the security interest and return all consideration paid by my client within 20 days of receipt of this letter, you could be responsible for actual and statutory damages pursuant to 15 U.S.C. § 1640(a).

Additionally, pursuant to 15 U.S.C. § 1641(f)(2) and 12 U.S.C. § 2605, A QUALIFIED WRITTEN REQUEST is hereby made for the name, address, and telephone number of the master servicer, all the mortgage holders, all the note/loan holders, and all the owners of the loan described above. Furthermore, A QUALIFIED WRITTEN REQUEST is made for all signed and/or unsigned copies of the following documents, if they exist, relating to the above referenced loan:

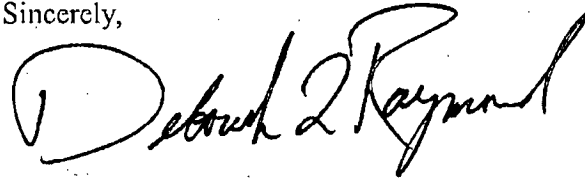
1. All Notices of Right to Cancel;
2. HUD-1 Disclosure;
3. Truth In Lending Act Disclosures;
4. The Entire Note;
5. Deed of Trust;
6. All riders to any of the above documents;
7. Disclosures pursuant to 15 U.S.C. §1639;
8. A History of Payments and other document showing the loan disbursements, loan charges, payments made, and current principal balance due;
9. The Entire Loan Application File; and
10. All correspondence.

Demand is hereby made for verification of the alleged debt. Request is also made for an immediate written description of all information, data, or other documentation that you believe would disprove that this loan is in violation of TILA, RESPA, and/or California Finance Lenders laws and subject to rescission.

If you are not currently the holder/owner of the loan, we hereby request that you immediately forward this Notice of Rescission to the holder/owner of the loan.

Be advised that any action taken against my clients, including but not limited to any collection actions, any recording of any foreclosure instrument, including any Notice of Trustee's Sale, or any other foreclosure action which violates federal and/or state laws will be construed as willful and malicious actions, and will be extremely injurious to my clients.

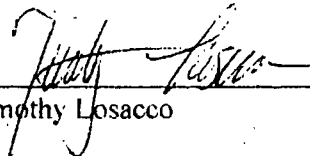
Sincerely,

A handwritten signature in black ink, appearing to read "Deborah L. Raymond". The signature is fluid and cursive, with a large initial "D" and "R".

Deborah L. Raymond
Attorney for Timothy & Florence Losacco

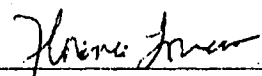
**WE HEREBY RESCIND/CANCEL THE LOAN TRANSACTION RELATING TO
FREMONT INVESTMENT & LOAN REAL ESTATE LOAN NUMBER 3000221234.** A
signed photocopy, PDF, or facsimile of this Rescission/Cancellation shall have the same force
and/or effect as a signed original.

Dated: 2-27-08



Timothy Losacco

Dated: 2/29/08



Florence Losacco

Law Offices of Deborah L. Raymond

380 Stevens Avenue, Suite 205

Solana Beach, CA 92075

Tel: 858-481-9559

Fax: 858-724-0747

LETTER OF DESIGNATION AND AUTHORIZATION

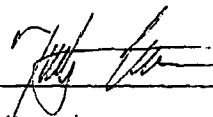
To Whom It May Concern:

Re: Timothy Losacco and Florence Losacco / 804 Begonia Street, Escondido, CA 92806

Please be advised that I have retained the Law Offices of Deborah L. Raymond to represent my interests. I hereby authorize the Law Offices of Deborah L. Raymond to represent my interests, including, but not limited to, communicating, negotiating, and otherwise dealing with my loan, previously or currently held by Freemont Investment & Loan, and all parties associated with said loan, including without limitation, Mortgage Works, Lawyers Title Company, assigns, creditors, collectors, collection agencies, credit reporting agencies, attorneys, and all Federal, State, and local government agencies, as may be required in her representation of me. Except, this authorization does not authorize the Law Offices of Deborah L. Raymond to accept service of any summons and/or complaint on my behalf.

Also, by signing below, I authorize any credit reporting agencies, credit reporting bureaus, collector, creditor, doctor, chiropractor, hospital, any other healthcare provider, employer, police agency, government agency, or any other person to whom a signed photocopy or facsimile of this authorization is delivered, to furnish any information, documents, reports or copies of records which may be requested by the Law Offices of Deborah L. Raymond.

Date: 11/15/07

Signed: 

Date: 11/15/07

Signed: 


[Home](#) | [Help](#)

Track & Confirm

Track & Confirm

Search Results

Label/Receipt Number: 7007 1490 0003 2626 3538

Status: **Delivered**

Your item was delivered at 10:29 AM on March 7, 2008 in SAN BERNARDINO, CA 92403.

Track & Confirm

Enter Label/Receipt Number.

[Additional Details >](#)
[Return to USPS.com Home >](#)
[Site Map](#)
[Contact Us](#)
[Forms](#)
[Gov't Services](#)
[Jobs](#)
[Privacy Policy](#)
[Terms of Use](#)
[National & Premier Accounts](#)

Copyright© 1999-2007 USPS. All Rights Reserved.

No FEAR Act EEO Data

FOIA

7007 1490 0003 2626 3538

USPS SERVICE		Los Angeles	
CERTIFIED MAIL RECEIPT			
(Postage, Insurance, and Signature Required)			
SAN BERNARDINO CA 92423			
Postage	\$	40.41	0014
Certified Fee		2.65	113
Return Receipt Fee (Endorsement Required)		0.00	Postmark Here
Restricted Delivery Fee (Endorsement Required)		0.00	03/05/2008
Total Postage & Fees	\$	43.06	
Sent To: Fremont Street 8 Lo			
Street, Apt. No., or P.O. Box No. P.O. Box 19030			
City, State, ZIP+4 San Bernardino, CA 92423-9030			

22

EXHIBIT "B-1"



Home | Help

Track & Confirm

Track & Confirm

Search Results

Label/Receipt Number: 7007 1490 0003 2626 3521
Status: Delivered

Your item was delivered at 12:12 PM on March 7, 2008 in ANAHEIM, CA 92806.

Track & Confirm

Enter Label/Receipt Number.

[Additional Details >](#) [Return to USPS.com Home >](#)

[Site Map](#) [Contact Us](#) [Forms](#) [Gov't Services](#) [Jobs](#) [Privacy Policy](#) [Terms of Use](#) [National & Premier Accounts](#)

Copyright © 1999-2007 USPS. All Rights Reserved. No FEAR Act EEO Data FOIA

7007 1490 0003 2626 3521

USPS Certified Mail Receipt	
ANAHIM, CA 92806	
Postage	\$0.41
Certified Fee	\$2.65
Return Receipt Fee (Endorsement Required)	\$0.00
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$3.06

0014 A 92074
11
Postmark
04/03
USPS
03/05/2008

Sent To
Fremont Investment & Loan
Street, Apt. No.
1065 N. Pacifica Drive
City, State, ZIP+4
Anaheim, CA 92806
Funding Dept. Attn: Funding Manager

23

EXHIBIT "B-1"

JS44

(Rev. 07/89)

CIVIL COVER SHEET

The JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE SECOND PAGE OF THIS FORM.)

I (a) PLAINTIFFS

TIMOTHY LOSACCO; FLORENCE LOSACCO

(b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF **San Diego**
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) ATTORNEYS (FIRM NAME, ADDRESS, AND TELEPHONE NUMBER)
Law Offices of Deborah L. Raymond
445 Marine View Avenue, Suite 305
Del Mar, CA 92014
Tel# (858) 481-9559

DEFENDANTS

FREMONT INVESTMENT & LOAN,
and DOES 1-10, inclusive

FILED
08 MAY -2 PM 4:00

COUNTY OF RESIDENCE OF FIRST LISTED DEFENDANT **COURT**
(IN U.S. PLAINTIFF CASES ONLY) **SOUTHERN DISTRICT OF CALIFORNIA**

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED BY **DEPUTY**

ATTORNEYS (IF KNOWN)

'08 CV 0810 JM POR

II. BASIS OF JURISDICTION (PLACE AN X IN ONE BOX ONLY)

- ☐ 1 U.S. Government Plaintiff ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (PLACE AN X IN ONE BOX FOR PLAINTIFF AND ONE BOX FOR DEFENDANT)

- (For Diversity Cases Only)
- | | | | |
|---|--|--|--|
| Citizen of This State | PT <input type="checkbox"/> DEF <input type="checkbox"/> | Incorporated or Principal Place of Business in This State | PT <input type="checkbox"/> DEF <input type="checkbox"/> |
| Citizen of Another State | PT <input type="checkbox"/> DEF <input type="checkbox"/> | Incorporated or Principal Place of Business in Another State | PT <input type="checkbox"/> DEF <input type="checkbox"/> |
| Citizen or Subject of a Foreign Country | PT <input type="checkbox"/> DEF <input type="checkbox"/> | Foreign Nation | PT <input type="checkbox"/> DEF <input type="checkbox"/> |

IV. CAUSE OF ACTION (CITE THE US CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE A BRIEF STATEMENT OF CAUSE. DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY). **Violations of the Federal Truth In Lending Act, 15 U.S.C. sections 1601 et seq.**

V. NATURE OF SUIT (PLACE AN X IN ONE BOX ONLY)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veterans Benefits <input type="checkbox"/> 160 Stockholders Suits <input type="checkbox"/> 190 Other Contract <input checked="" type="checkbox"/> 195 Contract Product Liability	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury-Medical Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 RR & Truck <input type="checkbox"/> 650 Airline Regs <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 680 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (13958) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSJ (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS - Third Party 26 USC 7609	<input type="checkbox"/> 400 State Reappointment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State <input checked="" type="checkbox"/> 990 Other Statutory Actions TILA

VI. ORIGIN (PLACE AN X IN ONE BOX ONLY)

- ☒ Original Proceeding ☐ 2 Removal from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district (specify) ☐ 6 Multidistrict Litigation ☐ 7 Appeal to District Judge from Magistrate Judgment

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER f.r.c.p. 23

DEMAND \$ **\$10,000.00 + rescission** not less than ☐ Check YES only if demanded in complaint:

JURY DEMAND: ☒ YES ☐ NO

VIII. RELATED CASE(S) IF ANY (See Instructions):

JUDGE **n/a**Docket Number **n/a**DATE **05/02/08**

SIGNATURE OF ATTORNEY OF RECORD

150464 \$350 - PB 05/02/08

\\ODMA\PCDOCS\WORDPERFECT\22816\1 January 24, 2000 (3:10pm)

UNITED STATES
DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA
SAN DIEGO DIVISION

150464 - MB

May 02, 2008
15:57:41

Civ Fil Non-Pris
USAO #: 08CV0810 CIVIL FILING
Judge.: JEFFREY T MILLER
Amount.: \$350.00 CK
Check#: PC4361

Total-> \$350.00

FROM: TIMOTH LOSACCO; FLORENCE
LOSACCO VS FREMONT
INVESTMENT, ET AL